

FAUQUIER COUNTY GOVERNMENT
a political subdivision of the Commonwealth of Virginia

Contract # 25-086-C-R

Riding Prince William County Public Schools (IFB# R-LD-25003) Northern Virginia Battery, LLC dba Interstate Batteries of Northern Virginia

This Agreement is made and entered into this 19 day of **May 2025**, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "Owner") and **Northern Virginia Battery, LLC dba Interstate Batteries of Northern Virginia**, having its principal place of business at **5121 Hoadly Road, Woodbridge, VA 22192** hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide Automotive Batteries.

COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for the performance during the contract term pricing as negotiated and attached

CONTRACT PERIOD: Date of execution through July 31, 2029, with the option to renew for one (1) additional 5-year period, upon mutual written consent of the parties to the contract.

The contract documents shall consist of **and for the purpose of resolving ambiguity or conflicts shall be interpreted in the following order of priority:**

- (1) This signed form;
- (2) Fauquier County General Terms & Conditions;
- (3) IFB R-LD-25003 issued July 16, 2024, including all attachments; and
- (4) PWCS Contract R-LD-25003 dated August 13, 2024, including vendor's bid submission dated July 25, 2024, with all attachments and documents incorporated by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Northern Virginia Battery, LLC dba Interstate Batteries of Northern Virginia

Fauquier County Government
a political subdivision of the Commonwealth of Virginia

By: 

By: 
Kristen Hylton

Title: OWNER/PRESIDENT

Title: Procurement Manager

Date: 5/13/25

Date: 5/19/2025

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/05/2021

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

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1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
 2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS:** Unless otherwise specified, if any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

 - a. The official time used in the receipt of bids/proposals is that time stamp within the Bonfire Portal.
 - b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
 - c. If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
6. **WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

 - a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
 - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case

of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

IFB/RFP NUMBER

TITLE

BID/PROPOSAL DUE DATE AND TIME

VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
17. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.

18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph “c” below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the Owner, when procuring by “competitive negotiation” (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is “equal” product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.
- The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter’s codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror’s as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsive bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such

information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the Owner that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.
29. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.
30. **INVOICING AND PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
- a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 - b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 - c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - d. The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
 - e. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
- a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid U.S. Mail is deemed to be payment to the addressee. These provisions apply to each subtier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.
32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeror's certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

- a. During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
35. **CHANGES TO THE CONTRACT:** Changes can only be made to the contract in one of the following ways:
- a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
 - 1) By mutual agreement between the parties in writing; or
 - 2) By agreeing in writing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
 - 3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
 - c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
36. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
37. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- a. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
 - b. Termination for Cause: Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the

Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

- c. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.

39. **USE OF CONTRACT BY OTHER PUBLIC BODIES:** Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.
40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools “CERTIFICATION OF NO CRIMES AGAINST CHILDREN” form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
43. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.
44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.
45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner’s website(s) or third-party programs accessed through Owner’s website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled “Accessibility of State and Local Government Websites to People with Disabilities,” available at www.ada.gov/websites2.htm or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner’s web accessibility policy.

DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor’s name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor

within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- Purchase Order Number,
 - Name of Article and Stock Number,
 - Quantity Ordered,
 - Quantity Shipped,
 - Quantity Back Ordered,
 - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeree who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeree is not a responsible bidder/Offeree. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeree appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeree to challenge the validity of the terms or conditions of the solicitation.
54. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.



NOTE: Prince William County Public Schools (PWCS) conducts all procurement activities in accordance with PWCS purchasing regulations and all federal and state laws as applicable. Bids submitted in response to PWCS' solicitations **must** be submitted electronically through Bonfire on or before the date and time stipulated in the solicitation.

**R-LD-25003
AUTOMOTIVE BATTERIES**

IMPORTANT NOTICE
THIS IS AN ELECTRONIC PROCUREMENT
SUBMISSIONS WILL ONLY BE ACCEPTED ELECTRONICALLY VIA THE BONFIRE PORTAL
(<https://pwcs.bonfirehub.com/portal>)

Prince William County Public Schools (PWCS) uses a procurement portal powered by Bonfire for accepting and evaluating bids. To register, visit <https://pwcs.bonfirehub.com>. Registration is free. Additional assistance is also available by emailing support@gobonfire.com or via the following link, <https://pwcs.bonfirehub.com/portal/support>.

Submitting bids via the Bonfire portal is **mandatory** for solicitations issued by PWCS. PWCS will not accept bids submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (e-mail) in response to solicitations issued by PWCS, unless otherwise stated in the solicitation.

PWCS strongly encourages bidders to submit bids well in advance of the submission deadline. A submission is not considered successful unless all necessary files have been uploaded and the 'Submit & Finalize' step has been completed. Bidders are responsible for the consequences of any failure to plan ahead in the submission of its bid.

All questions pertaining to this solicitation must be submitted through the Bonfire portal by the deadline indicated in the solicitation. If you are unable to submit your question via Bonfire, submit them to the PWCS Buyer, Lesley Dean at DeanLM@pwcs.edu and purchasing@pwcs.edu.



INVITATION FOR BID

ISSUE DATE: July 16, 2024

IFB #: R-LD-25003

TITLE: Automotive Batteries

BIDS MUST BE SUBMITTED ELECTRONICALLY VIA THE BONFIRE PORTAL: Bids shall be submitted electronically via the Bonfire portal, <https://pwcs.bonfirehub.com/portal>. PWCS will not accept Bids submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (e-mail). A submission is not considered successful unless all necessary files have been uploaded and the 'Submit & Finalize' step has been completed. Bids must be received **no later than 2:00 p.m. E.T. August 5, 2024**. Bidders are responsible for ensuring that the PWCS Purchasing Office receives their bid submission by the deadline date and time indicated. **Bids received after the stated due date and time shall not be considered.**

A Pre-Bid Conference will **NOT** be held for this procurement. A Public Bid Opening will be held on August 5, 2024 at 3:00 p.m. E.T, via Zoom. The link for the Public Bid Opening is as follows:

Time: August 5, 2024 @ 3:00 PM Eastern Time (US and Canada)

Join Zoom Meeting: <https://pwcs-zm-edu.zoom.us/j/87509159555?pwd=UBerysxqter1RmUdaXRYfHNfCWbwbw.1>

Meeting ID: 875 0915 9555 Passcode: 497522

Dial by your location: +1 301 715 8592 US (Washington DC)

All questions pertaining to this solicitation must be submitted through the Bonfire Portal no later than 4:00 P.M. E.T., on July 19, 2024. If you are unable to submit your question via Bonfire, submit them to the PWCS Buyer, Lesley Dean at DeanLM@pwcs.edu and purchasing@pwcs.edu. After reviewing any questions/requests submitted, the PWCS Purchasing Office may issue an addendum to respond to items it deems necessary. Changes to this IFB will be made only by written addendum issued by the PWCS Purchasing Office. Any Addenda will be posted to the Bonfire Portal at <https://pwcs.bonfirehub.com/portal> **and** the eVA Website at <https://mvendor.cgjeva.com/Vendor/public/AllOpportunities.jsp>. **It is the responsibility of the Bidder to visit the Bonfire Portal or the eVA website for addendum postings.**

BIDDER ACKNOWLEDGEMENT:

Addendum No. _____ Date: _____ Initial _____ Addendum No. _____ Date: _____ Initial _____
Addendum No. _____ Date: _____ Initial _____ Addendum No. _____ Date: _____ Initial _____

PWCS does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 2.2-4343.1 or against any Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

In Compliance with this Invitation For Bid and to all the conditions imposed herein, The undersigned offers and agrees to provide the goods/services at the prices indicated in the pricing schedule.

Name And Address Of Firm:

Date: _____

By: _____

Signature

Print/Type

E-Mail _____

Address: _____

Telephone: _____

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1. **PURPOSE:** The Purpose and Intent of this Invitation for Bid is to establish a firm-fixed price requirements contract with one (1) qualified source for the procurement of various Automotive and School Bus Batteries for Prince William County Public Schools herein referred to as PWCS, in accordance with the specifications, terms and conditions stated herein.
2. **BACKGROUND:** Prince William County Public Schools is located 35 miles southwest of Washington, D.C. and 80 miles north of Richmond, Virginia. The county encompasses 348 square miles and stretches from the Potomac River to the Bull Run Mountains.

PWCS enrollment on September 30, 2023, was 89,945 pupils, making it the second largest of 138 school divisions in the Commonwealth of Virginia. Since September 30, 2022, the Division has experienced a decrease in enrollment of 281 students (-0.3%). PWCS currently has a vehicle fleet containing nine hundred fifteen (915) buses and three hundred seventy-five (375) various other vehicles.

3. **PERIOD OF CONTRACT:** The initial term of this contract shall be from **Date of Award to July 31, 2029**, with the option to renew for one (1) additional five-year period, upon mutual written consent of the parties to the contract. Refer to Prices and Price Adjustments in the Special Terms and Conditions.
4. **CONTRACT ADMINISTRATOR/TECHNICAL POINT-OF-CONTACT:** The following employees of PWCS are identified to use all powers under the contract to enforce its faithful performance:
 - 4.1. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

Lesley Dean, VCA, Buyer, 703-791-8740, DeanLM@pwcs.edu

- 4.2. **TECHNICAL POINT-OF-CONTACT (TPOC):** The following individual shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:

David Brawner, Parts Manager, 571-402-3934, BrawneDX@pwcs.edu

5. **SCOPE OF CONTRACT:** This is a “Requirements” contract to provide a ready source for the procurement of Automotive and School Bus Batteries, for all PWCS requirements on an “as needed” basis. The resulting contract will be used as the primary source for the items listed herein and indicated in the Pricing Schedule. **No minimum order (quantity or dollar amount) per delivery location shall be allowable.**

5.1. **AUTOMOTIVE AND SCHOOL BUS BATTERIES REQUIREMENTS:**

- 5.1.1. All batteries shall be new (unused).
- 5.1.2. Bidder shall bid on each item as indicated in the Pricing Schedule.
- 5.1.3. Bidder shall bid the same brand of battery for each battery indicated in the Pricing Schedule.
- 5.1.4. All batteries shall meet or exceed the minimum CCA/RC ratings as indicated in the Pricing Schedule. Batteries rated below the specified rating(s) will not be accepted. CCA = Cold Cranking Amps, RC = Reserve Capacity.
- 5.1.5. All batteries shall be ready-for-use and not require addition of acid to use.

5.2. DELIVERIES/HOURS OF OPERATIONS:

5.2.1. PWCS requires that all automotive and school bus batteries to be delivered within twenty-four (24) hours after receipt of order (ARO). Deliveries for automotive and school bus batteries shall be made primarily to PWCS Transportation Department, 12153 Hooe Road, Bristow, VA 20136 between the hours of 7:00 a.m. and 4:00 p.m. on a regular PWCS business day unless other arrangements are made. All deliveries to PWCS shall be “**inside**” deliveries.

5.2.2. Additionally, batteries will be required to be delivered to the following locations when required to include any future PWCS Transportation Services site(s):

5.2.2.1. Independent Hill Transportation Shop, 14800 Joplin Road, Manassas, VA 20112

5.2.2.2. Brentsville Transportation Center, 12153 Hooe Road, Bristow, VA 20136

5.2.2.3. Potomac Transportation Center, 3435 Four Year Trail, Dumfries, VA 22026

5.2.2.4. McCuin Transportation Center , 7900 Piney Branch Lane, Manassas, VA 20136

5.2.2.5. Central Transportation Center, 14855 Dumfries Road, Manassas, VA 20108

5.2.2.6. Western Transportation Center, 5728 Wellington Road, Gainesville, VA 20155

5.3. EXPEDITED DELIVERY SERVICE: PWCS may require “expedited delivery service” for battery delivery within one (1) hour ARO.

5.4. NON-STOCK ITEMS: Non-stock items shall be delivered within three (3) business days after receipt of order.

5.5. NON-STOCK EMERGENCIES: PWCS Transportation Services may authorize the Contractor to make arrangements to expedite delivery for a critical part through air freight, UPS, Fed Express, transit bus or other means of delivery, on an exception basis. The cost of any special shipping will be borne by PWCS. **By no means shall the price for the item be increased for this service.**

5.6. DISPOSAL: Contractor shall pick up used/old batteries and properly dispose of item at the time of delivery of any and all new batteries. Disposal shall be in accordance with both Federal and State EPA regulations. Disposal shall be at no additional cost to PWCS. PWCS shall not be charged for cores.

5.7. INVENTORY: Contractor shall check battery inventory upon each delivery to ascertain any batteries that have been stocked for greater than ninety (90) days. Batteries that are found to be stocked for greater than ninety (90) days shall be replaced with current batteries of the same type and size at no additional charge.

5.8. TRAINING: Upon request by the PWCS TPOC, Contractor shall provide training to PWCS personnel that would assist in reducing overall battery costs and obtain the maximum life cycle of batteries. Training will not be requested more than once per calendar year.

6. **SPECIAL TERMS AND CONDITIONS:**

- 6.1. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by PWCS, whichever is sooner. PWCS, its authorized agents shall have full access to and the right to examine any of said material during said period.
- 6.2. **AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH:** Any Bidder registered or organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity as described in the Code of Virginia [§ 2.2-4311.2](#). The proper legal name of the firm or entity, form of the firm (i.e. corporation, limited partnership, etc.) and the identification number issued to the Bidder by the State Corporation Commission must be written in the space provided on the bid submission form (cover page), Pricing Schedule, and Vendor Information Form. Any Bidder not required to be authorized to transact business in the Commonwealth of Virginia shall include in its proposal a statement/documentation from their legal counsel describing why the Bidder is not required to be registered. Failure of a prospective and/or successful Bidder to provide such documentation shall be grounds for rejection of their proposal. For further information, refer to the Commonwealth of Virginia State Corporation Commission Web site at: www.scc.virginia.gov. Any falsification or misrepresentation contained in the statement submitted by the Bidder pursuant to the Code of Virginia [§ 2.2-4311.2](#), Code of Virginia, Title 13.1 or Title 50 may be cause for debarment by PWCS.
- 6.3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that PWCS shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this contract.
- 6.4. **AWARD OF CONTRACT:** The award will be made to the lowest responsive and responsible Bidder with the lowest Grand Total Amount of all items as indicated in the Pricing Schedule. PWCS reserves the right to make a separate award for each item, group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of PWCS. PWCS reserves the right to reject any and all bids, in whole or in part, to waive any informality, and to delete items prior to making an award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest. PWCS reserves the right to make the sole determination of whether the manufacturer and part number(s) offered meet the minimum specifications and are acceptable in accordance with the specifications herein.
- 6.5. **BID PRICES:** Bid prices shall be in the form of a firm-fixed delivered unit price and shall include all charges that may be imposed in fulfilling the terms of this contract. The bid prices shall include all direct and indirect costs. **No minimum order (quantity or dollar amount) per delivery location shall be allowed.**
- 6.6. **BID SOLICITATION RESULTS:** For information regarding the results of the Invitation for Bid and subsequent award will be posted on the PWCS Bonfire Portal at <https://pwcs.bonfirehub.com/portal>.

- 6.7. **CERTIFICATE OF COMPLIANCE:** As a condition of any Contract awarded and prior to Notice of Award, the Bidder/Contractor must certify, by executing Attachment B, that neither the Contractor, any employee of the Contractor, nor any other person who will provide services under the Contract and will have direct contact with students on school property during regular school hours or school-sponsored activities, have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Bidder further acknowledges that such certification shall be binding on the Bidder/Contractor throughout the term of any Contract, including renewals or extensions, thereof, and agrees to provide immediate notice to PWCS of any event which might render such certification untrue, including the arrest indictment, or investigation of any individual providing such services. **The successful Bidder agrees to fully document and provide this Certificate of Compliance (Attachment B) prior to Notice of Award.**

Bidder/Contractor acknowledges that, pursuant to the Code of Virginia [§22.1-296.1](#) (A), any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order.

- 6.8. **EXTRA CHARGES NOT ALLOWED:** The bid prices shall be for the complete services and ready for PWCS' use and shall include all applicable freight charges; extra charges will not be allowed for shipment to multiple locations.
- 6.9. **FAILURE TO DELIVER:** Failure to comply with the terms and conditions of this solicitation or to deliver goods and/or services identified in the solicitation and resulting contract at the firm-fixed prices quoted will be considered default of the contract. Should the Contractor be found in default of the contract, any excess cost which may result from default actions shall be at the expense of the Contractor. The Contractor shall, in this instance, be responsible for any and all costs incurred by PWCS to procure such products and services elsewhere.
- 6.10. **INSURANCE:** The Contractor shall provide to the Prince William County Public Schools (PWCS) Supervisor of Procurement a Certificate of Insurance indicating the coverage below prior to the start of any work under the contract and agrees to maintain such insurance until the completion of the contract. The minimum insurance coverage shall be:
- 6.10.1. Workers Compensation - Virginia Statutory Workers Compensation coverage including Virginia benefits and employers' liability with limits of \$100,000/\$100,000/\$500,000;
 - 6.10.2. Commercial General Liability - \$1,000,000 per occurrence limit with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability and, where applicable to the project (as determined by PWCS), Products and Independent Contractors, The general aggregate limit shall apply to this project.
 - 6.10.3. Automobile Liability - \$1,000,000 combined single limit.
 - 6.10.4. Umbrella/Excess Liability - \$1,000,000 liability coverage over the primary limits for Comprehensive General Liability, Comprehensive Automobile Liability, and the Employer's Liability. Excess liability insurance will be written on occurrence basis.

6.10.5. Prince William County Public Schools (Attn: Supervisor of Procurement, P.O. Box 389, Manassas, VA 20108) shall be named as additional insured on the CONTRACTOR's commercial general liability insurance policies and any excess liability or umbrella excess policies (if applicable). A thirty (30) day notice of cancellation or non-renewal in writing shall be furnished by the Contractor's insurance carrier(s) or insurance agent(s) to PWCS' Supervisor of Procurement.

6.10.6. Coverage Provisions:

- 6.10.6.1. All deductibles shall appear on the certificate(s).
- 6.10.6.2. The Offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by PWCS.
- 6.10.6.3. Shall provide thirty (30) days written notice to PWCS before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
- 6.10.6.4. All coverages for subcontractors of the Offeror shall be subject to all of the requirements stated herein.
- 6.10.6.5. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by PWCS. At the option of PWCS, either: the insurer shall reduce or eliminate such deductible or self-insured retention; or the Offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- 6.10.6.6. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided PWCS, its officers/officers, agents, employees, and volunteers.
- 6.10.6.7. The insurer shall agree to waive all rights of subrogation against PWCS, its officers/officials, agents, employees or volunteers for any act, omission, or condition of premises which the parties may be held liable by any reason.
- 6.10.6.8. The Offeror shall furnish to PWCS Certificates of Insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf.
- 6.10.6.9. All coverages designed herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

6.11. METHOD OF ORDERING: Prince William County Schools (PWCS) may use three (3) different methods of placing orders from the final contract: Delivery Orders (DO's), Purchase Orders (PC's and PD's), and approved PWCS procurement cards (encouraged).

- 6.11.1. P-CARD OR SUA PAYMENT METHODS: PWCS is expressly permitted to pay vendors for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account ("SUA") method of payment, if the contractor accepts the noted payment method. In that event, PWCS reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept PWCS' p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring PWCS to pay any fee, charge, price, or other obligation for any reason related to or associated with the PWCS use of either a p-card or a SUA method of payment. The Procurement and/or Single Use Card is currently a Master Card. Contractors are encouraged to accept this method of order and payment. Contractors willing to accept PWCS procurement cards should check the box on the Pricing Schedule (Reference Page 23).
- 6.11.2. Contractors willing to accept PWCS procurement cards should check the box on page 23 for acceptance.
- 6.12. METHOD OF PAYMENT: The Contractor shall be paid on the basis of invoices submitted, to be paid net thirty (30) days from receipt and approval by an authorized PWCS official, upon satisfactory completion of delivery and/or installation. Payment shall be made after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly completed invoice. The School Board reserves the right to withhold any or all payments or portions thereof for the contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.
- 6.13. PRICES AND PRICE ADJUSTMENTS:
- 6.13.1 All prices shall be of a firm-fixed F.O.B. Destination pricing and shall include all charges that may be imposed in fulfilling the terms of the contract. Prices shall include all direct and indirect costs such as travel, shipping, delivery, insurance, profit, and overhead.
- 6.13.2 The Contractor agrees that for firm-fixed unit price contracts, initial prices and rates shall remain firm for 365 days. After each subsequent 365-day period, the Contractor may submit a written request to the Procurement Office to increase the firm fixed rate. Upon receipt of the Contractor's request, PWCS shall make a determination to approve, adjust or deny the requested rate increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.
- 6.13.3 The request for a change to the firm-fixed unit price/rate shall include as a minimum, 1) the cause for the adjustment; 2) proposed effective date; and 3) the amount of the change requested adjustment (i.e., Bureau of Labor Statistics Index, "Table 2, "Motor Vehicle Parts and Equipment," Table 1 change in manufacturer's price). Circumstances outlined above must be fully documented.

- 6.13.4 The request must be received at least thirty (30) days prior to the effective date and shall become effective only upon approval by the Supervisor of Procurement. The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the approved increased contract unit price. Orders placed via PWCS Purchase Order (PD/DO), shall be considered to have been received by the Contractor after the fifth (5th) calendar day following the date of issuance. The Supervisor of Procurement may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies, or services undelivered at the time of such cancellation.
- 6.13.5 Price or Rate decreases shall be made in accordance with Paragraph 38 of the General Terms and Conditions.
- 6.14. PRODUCT INFORMATION: Bidder shall provide PWCS with Product Information to include manufacturer's data sheet and brochures of the batteries being offered. All literature provided must be clearly marked indicating compliance with the specifications. Failure to provide product literature may cause the bid response to be considered as non-responsive.
- 6.15. QUANTITIES: The quantities specified in this solicitation are annual estimates only, and the exact amount ordered will be governed by actual needs. PWCS will only be obligated, under this contract, to the extent of purchase orders issued and products received.
- 6.16. VENDOR REGISTRATION: Before submitting a response to this solicitation, a Bidder must be a registered PWCS vendor. Vendors are encouraged to register themselves at https://www.pwcs.edu/departments/purchasing/vendor_resources.
- 6.17. WARRANTY: Defective automotive and school bus batteries shall be replaced at no additional charge to PWCS during the first eighteen (18) months after installation. Defective batteries after the initial eighteen (18) months shall be replaced at a pro-rated scale. Battery warranties shall be covered under a sixty (60) month minimum warranty.

PRINCE WILLIAM COUNTY SCHOOLS

GENERAL TERMS AND CONDITIONS

(Revised 11/28/2023)

These general terms, conditions and instructions apply to all purchases and are a part of each solicitation and every contract awarded by PWCS, unless otherwise specified in such solicitation or contract. The Purchasing Office is responsible for the purchasing activity of Prince William County Public Schools and its governing body, the Prince William County Public School Board. The term "PWCS" as used herein refers to the contracting entity which is the signatory on the contract and may be either PWCS, or the PWCS School Board, or both. Bidder/Offeree or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeree's own risk.

These general terms, conditions and instructions are subject to all applicable Federal, State and local statutes, policies, resolutions, and regulations (collectively "laws"), and are to be interpreted so as to be consistent with such laws. In the case of irreducible conflict, these general terms and conditions are preempted by applicable laws.

AUTHORITY

1. The Supervisor of Purchasing has been delegated authority for issuance of invitations to bid, request for proposals, modifications, purchase orders and awards approved by and for PWCS. In the discharge of these responsibilities, the Supervisor of Purchasing may be assisted by delegating to Buyers and other Purchasing Office staff. Unless specifically delegated by the Supervisor of Purchasing, no other PWCS officer or employee is authorized to enter into purchase negotiations, change orders, contracts, or in any way obligate PWCS for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void, and PWCS shall not be bound thereby.

2. DEFINITIONS

BID: The offeror or a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Supervisor of Purchasing and offering into contracts with PWCS. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by PWCS.

INVITATION FOR BID (IFB) A request which is made to prospective suppliers (bidders) for their quotation on goods and services desired by PWCS. The issuance of an IFB will contain or incorporate by referencing the specifications and contractual terms and conditions applicable to the procurement.

SUPERVISOR OF PURCHASING: The Supervisor of Purchasing is delegated authority by PWCS School Board to carry out all procurement functions on behalf of the school division.

REQUEST FOR PROPOSAL (RFP): A request for an offer prospective offers which will indicate the general terms which are sought to be procured from the offeror. The RFP will

specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

SOLICITATION: The process of notifying prospective bidders that PWCS wishes to receive bids on a set of requirements to provide goods or services. The notification of PWCS requirements may consist of public advertising (PWCS website or other electronic notifications), of notices of solicitations, Invitations for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an informal solicitation to include telephone call to prospective bidders.

CONDITIONS OF BIDDING

3. **ACCEPTANCE OF BIDS/OFFERS BINDING 90 DAYS:** Unless otherwise specified in the IFB or RFP, all formal bids/offers submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties. Additionally, PWCS may purchase additional quantities at the original firm fixed delivered unit prices for (90) ninety days after date of award.
4. **TAX EXEMPTION:** PWCS is exempt from the payment of federal excise or Virginia Sales and Use Tax. The bid/proposal price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, the Bidder may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by PWCS. PWCS Federal Excise Tax Exemption number is 54-6001533. A copy of PWCS Sales and Use Tax Certificate Exemption is posted on the PWCS Web site.
5. **RECEIPT OF BIDS:** Bids received prior to the time of opening will be securely kept, unopened by PWCS. No responsibility will attach to the Supervisor of Purchasing or his/her representative(s) for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered by the PWCS.
6. **BID OPENING:** All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and

place specified, read publicly, and made available for inspection. The Supervisor of Purchasing representative(s) assigned to open the bids will decide when the specified time for bid opening has arrived. Tabulations of bids received are posted on the PWCS website at:

www.pwcs.edu/departments/purchasing/bid_tabulations.

7. **OPEN PRICING RECORDS:** The classification of line item prices and/or bid prices as proprietary information or trade secrets is not acceptable. All bid prices will be read aloud at the public bid opening and posted on the PWCS Purchasing website. Any bidder who designates bid prices as proprietary information or trade secrets will be given 48 hours to withdraw this designation. If it is not withdrawn, their bid will be rejected. See [§ 2.2-4343](#) of the Code of Virginia.
8. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price times the number of units will govern. Erasures and changes in bids must be initialed by the bidder. Carelessness in quoting prices, omitting portions of the work from the calculations, or in preparation of the bid otherwise will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot otherwise be corrected except as provided in paragraph 14 below, and the bidder will be required to perform if their bid is accepted.
9. **LATE BIDS/PROPOSALS:** To be considered for selection, bids/proposals must be received by the PWCS Purchasing Office by the designated date and hour, unless otherwise stated in the solicitation. The official time used in the receipt of bids/proposals is that time on the automatic time stamp machine in the Purchasing Office. Bids/proposals received in the Purchasing Office after the date and hour designated are non-responsive, automatically disqualified and will not be considered. PWCS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-school mail system or delivery by any other means. It is the sole responsibility of the Bidder to ensure that his/her bid/proposal reaches the Purchasing Office by the designated date and hour.
10. **MANDATORY USE OF PWCS FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official PWCS form provided for that purpose may be cause for rejection of the bid/proposal. Return of this complete solicitation document is required. Modification of or additions to the General and/or Special Terms and Conditions of this solicitation may be cause for rejection of the bid/proposal; however, the Supervisor of Purchasing reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject such a bid/proposal as non-responsive. As a precondition to its acceptance, PWCS may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions of a bid/proposal, which do not affect quality, quantity, price or delivery schedule.
11. **VENDOR REGISTRATION:** All vendors desiring to provide goods and/or services to PWCS are strongly encouraged to register on-line at https://www.pwcs.edu/departments/purchasing/vendor_resources.
12. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation that are clearly necessary for the operation and completion of such equipment, but are: (i) not fully described by PWCS; or (ii) are omitted by PWCS from such specification, shall be considered a part of such equipment even if not directly specified or called for in the specifications.

If a bidder finds discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, it shall notify the Supervisor of Purchasing or his/her representative(s) at least five (5) days prior to the date set for the opening of bids. If necessary, the Supervisor of Purchasing or his/her representative(s) will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids, unless otherwise stated in the solicitation. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

13. **PROHIBITION AGAINST UNIFORM PRICING:** The Supervisor of Purchasing encourages open and competitive bidding by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions using the methods of procurement prescribed by the Virginia Public Procurement Act and PWCS policies and regulations. Each bidder, by virtue of submitting a bid, guarantees that it has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.
14. **WITHDRAWAL OF BIDS OR PROPOSALS:** A bid/proposal may be amended and/or withdrawn by a bidder or offeror if the request is received in writing before the due date and hour. The request must be signed by a person authorized to represent the vendor or firm that submitted the bid/proposal. Submission of a subsequent bid/proposal, unless specifically identified as an additional bid, shall constitute the withdrawal of any prior one submitted by the same bidder or offeror on the same Invitation for Bid/Request for Proposal.

Withdrawal of bids/proposals after opening is governed by [Code of Virginia § 2.2-4330](#). The Bidder shall give notice in writing of his/her claim of right to withdraw his/her bid/proposal within two business days after the conclusion of the bid opening or receipt of proposals procedure, and shall submit original work papers with such notice.
15. **DEBARMENT STATUS:** By submitting their bid/proposal, the Bidder certifies that he/she is not currently debarred by the Commonwealth of Virginia or PWCS from submitting bids/proposals on contracts for the type of goods and/or services covered by this solicitation, nor is the Bidder an agent of any person or entity that is currently so debarred.
16. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bid/proposal, Bidders/Offerors certify that their bid/proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

SPECIFICATIONS

17. **QUESTIONS CONCERNING SPECIFICATIONS:** Any information relative to interpretation of specifications and drawings shall be requested of PWCS in writing, in ample time before the opening of bids. No inquiries if received by PWCS on or after the fifth day before the date set for the opening of bids will be given any consideration. Any material interpretation of a specification, as determined by PWCS, will be expressed in the form of an addendum to the specification which will be posted to the Commonwealth of VA eVA website, and/or as identified herein and it is the sole responsibility of the bidder/offeror to acknowledge addendum. Oral answers will not be authoritative.
18. **CLARIFICATION OF TERMS:** If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder shall contact the Buyer whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by a written addendum issued by the Purchasing Office
19. **USE OF BRAND NAMES:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders/Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which PWCS in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, color and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable PWCS to determine if the product offered meets the requirements of the solicitation. **ONLY THE INFORMATION FURNISHED WITH THE BID/PROPOSAL WILL BE CONSIDERED IN THE EVALUATION. FAILURE TO FURNISH ADEQUATE DATA FOR EVALUATION PURPOSES MAY RESULT IN DECLARING A BID/PROPOSAL NON-RESPONSIVE.** Unless the Bidder clearly indicates in its bid/proposal that the product offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
20. **NO SUBSTITUTES:** When a solicitation contains a specification that states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder must abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
21. **QUALIFICATIONS OF BIDDERS/OFFERORS:** PWCS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to PWCS all such information and data for this purpose as may be requested. PWCS reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. PWCS further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder fails to satisfy PWCS that such Bidder is properly qualified to carry

out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.

22. **TESTING AND INSPECTION:** PWCS reserves the right to conduct any test or inspection it may deem advisable to ensure products/services conform to the specification.

AWARD

23. **DEFINITE BID QUANTITIES:** Where definite quantities are specifically stated, acceptance will bind PWCS to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, PWCS will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Supervisor of Purchasing with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
24. **REQUIREMENT BID QUANTITIES:** On "Requirement" bids, acceptance will bind PWCS to pay for, at unit bid prices, only quantities ordered and delivered. Where PWCS specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.
25. **AWARD OR REJECTION OF BIDS/OFFERS:** The Supervisor of Purchasing shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of PWCS to accept it. Awards made in response to an RFP will be made to the highest qualified offeror whose proposal is determined in writing to be the most advantageous to PWCS taking into consideration the evaluation factors set forth in the RFP. The Supervisor of Purchasing reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of PWCS. Award may be made to as many bidders/ offerors as deemed necessary to fulfill the anticipated requirements of PWCS. The Supervisor of Purchasing also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:
 - a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - d. The quality of performance of previous contracts or services;
 - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
 - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

- g. The quality, availability and adaptability of the goods or services to the particular use required;
 - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - i. The number and scope of the conditions attached to the bid;
 - j. Whether the bidder is in arrears to PWCS on debt or contract or is a defaulter on surety to PWCS or whether the bidder's PWC taxes or assessments are delinquent; and
 - k. Such other information as may be secured by PWCS Supervisor of Purchasing having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the PWCS Supervisor of Purchasing shall so notify that bidder and shall have recorded the reasons in the contract file.
26. **TIE BID:** If all bids are for the same total amount or unit price (including authorized discounts and delivery times), the PWCS Supervisor of Purchasing shall award the contract to the tie bidder providing goods produced in Virginia or goods, services or construction provided by Virginia persons, firms or corporations. If there are more than one such tie bid, then the PWCS Supervisor of Purchasing may, in his or her sole discretion, readvertise the solicitation, divide the contract among the bidders (if the solicitation provided for multiple awards), or award a contract by lot from among the responsive and responsible Virginia bidders. If there are no responsive and responsible Virginia bidders, then the PWCS Supervisor of Purchasing may, in his or her sole discretion, readvertise the solicitation, divide the contract among the bidders (if the solicitation provided for multiple awards), or award a contract by lot from among the responsive and responsible bidders. The decision of PWCS to make award to one or more such bidders shall be final.
27. **PRECEDENCE OF TERMS:** PWCS intends for the Contract Documents to be consistent and they shall be interpreted to be consistent if possible. If the Contract Documents conflict, however, the controlling provision will be the one which appears highest in the following list:
- The Notice of Award or Purchase Order/Contract (highest precedence),
 - Addenda,
 - Specifications and drawings,
 - The signed bid/proposal submitted by the Contractor,
 - Invitation for Bid/Request for Proposal,
 - Any Special Terms and Conditions,
 - These General Terms and Conditions (lowest precedence).
28. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of a solicitation, PWCS will publicly post such notice on the [Purchasing Web site](#) for a minimum of 10 calendar days.
29. **CONTRACT DOCUMENTS/PURCHASE ORDERS:** The Contract entered into by the parties shall consist of the Invitation For Bid/Request for Proposal, the signed bid/proposal submitted by the Contractor, the Notice of Award or Purchase Order/Contract, these General Terms and Conditions and any Special Terms and Conditions, and the listed specifications and drawings, if any, including all modifications thereof, all of which shall be referred to

collectively as the Contract Documents. All time limits stated in the Contract Documents are of the essence of the Contract unless stated otherwise. Orders against contracts will be placed with the Contractor on a Purchase Order or Procurement Card.

30. **PAYMENT TERMS:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.

CONTRACT PROVISIONS

31. **ANTI-DISCRIMINATION:** By submitting their bid/proposal, the Bidder certifies to PWCS that he/she will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and the Code of Virginia [§2.2-4311](#). In every contract over \$10,000 the provisions in 31.1 and 31.2 below apply:

During the performance of this contract, the Contractor agrees as follows:

- 31.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 31.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 31.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
 - 31.4 The Contractor will include the provisions of 31.1, 31.2 and 31.3 above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
32. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to PWCS all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by PWCS under said contract.
33. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, including but not limited to the Virginia Public Procurement Act, and any litigation with respect thereto shall be brought in the courts of Prince William County, Virginia, except to the extent that Federal Court is appropriate. The Contractor shall comply with applicable federal, state and local laws and regulations,

and be legally authorized to do business in the Commonwealth of Virginia.

34. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of PWCS.
35. **CHANGES TO THE CONTRACT:** PWCS may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract to include, but not limited to things such as services to be performed, the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give PWCS a credit for any resulting savings. Additionally, an increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
36. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to PWCS before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
37. **MODIFICATION OF CONTRACT:** PWCS may, upon mutual agreement with the Contractor, issue written modifications to the scope of work/specifications of this contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than \$50,000 or 25%, whichever is greater, without the advance written approval of the Prince William County School Board. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by the Supervisor of Purchasing:
- The written modification shall stipulate the mutually-agreed price for the specific addition to or deletion from the scope of work/specifications which shall be added to or deducted from the contract amount.
- The written modification shall stipulate the number of unit quantities added to or deleted from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount.
- The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as PWCS may direct, a correct account of the cost of the change together with all vouchers therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by PWCS and the Contractor.
38. **PRICE REDUCTION:** If at any time after the date of the bid/proposal the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a

lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify PWCS of such reduction by letter. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT FOR CAUSE. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by PWCS.

39. **SMALL AND MINORITY BUSINESS ENTERPRISES:** It is PWCS intent to undertake every effort to increase opportunity for utilization of small and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Contractor agrees to use their best effort to carry out this intent and ensure that Small and Minority Businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representation by subcontractors regarding their status as small and/or minority business enterprises in lieu of an independent investigation.
40. **TERMINATION FOR CAUSE/DEFAULT:** In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, PWCS, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which PWCS may have. Specifically:
- 40.1 If, through any cause, the Contractor fails to fulfill in a timely and proper manner their obligations under the contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the contract, PWCS shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall at the option of PWCS, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- 40.2 Notwithstanding the above, the Contractor shall not be relieved of liability to PWCS for damages sustained by PWCS by virtue of any breach of contract by the Contractor. PWCS may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to PWCS from the Contractor is determined.
41. **TERMINATION FOR CONVENIENCE:** PWCS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Supervisor of Purchasing determines that such a termination is in the best interest of PWCS. Any such termination shall be affected by delivery to the Contractor, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the

Contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

42. **COOPERATIVE PURCHASING:** PWCS may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or Invitation for Bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

The contract may be extended, with the authorization of the Contractor, to other public bodies, public agencies, or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the contract.

- 42.1 It is the Contractors responsibility to notify the public body(s) of the availability of the contract.
- 42.2 Each public body has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- 42.3 PWCS shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.
43. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees as follows:
- 43.1 Provide a drug-free workplace for the Contractor's employees.
- 43.2 Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 43.3 State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
- 43.4 Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that

the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

44. **PLACING OF ORDERS:** Orders against contracts will be placed with the Contractor by Purchase Order or Procurement Card (P-Card) executed and released by the Supervisor of Purchasing or their designee.

DELIVERY/PAYMENT PROVISIONS

45. **FUNDING:** The obligation of PWCS to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the PWCS School Board to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and PWCS will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. PWCS will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the PWCS School Board. However, PWCS's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.
46. **POINT OF DESTINATION:** All materials shipped to PWCS must be shipped FOB DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
47. **INVOICES:** Invoices for goods and/or services ordered, delivered and accepted shall be submitted in duplicate by the Contractor(s) directly to the payment address shown on the purchase order/contract. **All invoices shall reference said purchase order/contract number and shall be in the same legal name of the Contractor as indicated on the Contract.**
48. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by Section 1261 of Title 15 of the United States Code (U.S.C.), then the Bidder, by submitting his/her bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Bidder does not violate any of the prohibitions of Title 15 of the U.S.C. or Section 1263.
49. **MATERIAL SAFETY DATA SHEETS:** Material and Safety Data Sheets shall be provided in English, and if available, Spanish within two (2) business days upon request for each chemical and/or compound offered. Failure on the part of the Contractor to submit such data sheets may be cause for declaring the Contractor in default.

50. RESPONSIBILITY FOR MATERIALS OR GOODS

TENDERED: Unless otherwise specified in the solicitation, the Contractor is responsible for the materials or supplies covered by the contract until they are delivered at the delivery point designated by PWCS. The Contractor bears all risk of loss on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, PWCS may return the rejected materials or supplies to the Contractor at its risk and expense or dispose of them as the PWCS's own property.

51. **PAYMENT:** Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and upon receipt of a properly completed invoice. PWCS reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.
52. **PARTIAL PAYMENTS:** Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.
53. **PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING:** When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the installation or testing is delayed, payment may be made based on 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made based on 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.
54. **PAYMENT TO SUBCONTRACTORS:**
- 54.1 A Contractor awarded a contract under this solicitation is hereby obligated to:
- 54.1.1 Pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from PWCS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- 54.1.2 Notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for such.
- 54.2 Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from PWCS except for amounts withheld as stated in the paragraph above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. This obligation to pay interest is not an obligation of PWCS, and no contract modification will be made for the purpose of providing reimbursement of the interest charge. A cost

reimbursement claim shall not include any amount for reimbursement for the interest charge.

- 54.3 The provisions of 54.1 through 54.3 apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of PWCS or any participating jurisdiction.

55. **TAX EXEMPTION:** PWCS is exempt from the payment of federal excise or Virginia Sales and Use Tax. The bid/proposal price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, the Bidder may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by PWCS. PWCS Federal Excise Tax Exemption number is 54-6001533. A copy of PWCS Sales and Use Tax Certificate Exemption is posted on the PWCS Web site.

GENERAL

56. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to PWCS before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
57. **GENERAL GUARANTY:** Contractor agrees to:
- 57.1 Save PWCS, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- 57.2 Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
- 57.3 Protect PWCS against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- 57.4 Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- 57.5 Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of PWCS.
- 57.6 Protect PWCS from loss or damage to PWCS owned property while it is in the custody of the Contractor.
58. **SERVICE CONTRACT GUARANTY:** Contractor agrees to:
- 58.1 Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents

provided that PWCS may reduce the said services at any time.

58.2 Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.

58.3 All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable government rules, regulations, methods, and procedures.

58.4 Allow services to be inspected or reviewed by an employee of PWCS at any reasonable time and place selected by PWCS. PWCS is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.

58.5 Stipulate that the presence of a PWCS Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Supervisor of Purchasing.

59. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their bid/proposal, Bidders/Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

60. INDEMNIFICATION: Contractor shall indemnify, keep and save harmless PWCS, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against PWCS in consequence of the granting of a contract or which may otherwise result therefrom, if the act was caused through negligence, error, omission, or reckless or intentional misconduct (or, in the case of intellectual property rights, by any act done without proper permission) of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against PWCS in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend PWCS as herein provided.

61. NON-LIABILITY: The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the reasonable control of the Contractor. Under such circumstances,

however, the Purchasing Agent may, at her discretion terminate the contract.

62. OFFICIAL NOT TO BENEFIT:

62.1 Each Bidder certifies by signing a bid/proposal that, to the best of his/her knowledge, no PWCS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid/proposal or as soon thereafter, as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, recession of the contract, or recovery of the cost of the financial benefit from the contractor, recipient, or both.

62.2 Whenever there is reason to believe that benefit of the sort described in the paragraph above has been or will be received in connection with the bid/proposal or contract and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, PWCS, as a prerequisite to payment pursuant to the Contractor, or at any time may require the contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

62.3 In the event the Bidder/Offeror has knowledge of benefits as outline above, this information should be submitted with the bid/proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract the Bidder/Offeror shall address the disclosure of such facts to: Supervisor of Purchasing, Prince William County Public Schools, P.O. Box 389, Manassas, VA 20108. The Invitation For Bid/Request for Proposal number shall be referenced in the disclosure.

63. VIRGINIA FREEDOM OF INFORMATION ACT: Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Any inspection of procurement transaction records under this provision shall be subject to reasonable restrictions to ensure the security and integrity of the records.

63.1 Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.

63.2 Any Bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening/receipt of all bids, but prior to award, except in the event that PWCS decides not to accept any of the bids and to re-solicit. Otherwise, bid records shall be open to public inspection only after award of the contract.

63.3 Bids and proposal records shall be open to the public only after award.

63.4 Any offeror who responds to an RFP shall be afforded the opportunity to inspect proposal records upon request within a reasonable time after the

evaluation and negotiation of proposals are complete but prior to award, except in the event PWCS decides not to accept any of the proposals and to resolicit.

- 63.5 Trade secrets or proprietary information submitted by any bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application shall not be subject to public disclosure under the Virginia Freedom of Information Act if the bidder, offeror, or Contractor invokes the protection of Code of Virginia section [2.2-4342 F](#), in writing prior to or upon submission of the data or other materials, identifies the data or other materials to be protected, and states the reasons why protection is necessary.
- 63.6 Nothing contained in this section shall be construed to require PWCS to furnish a statement of the reason(s) why a particular bid/offer was not deemed to be the most advantageous to PWCS.
64. **INCLEMENT WEATHER:** Due to inclement weather conditions, PWCS may elect to close schools and administration offices. The following is an explanation of the policy:
- CODE GREEN:** All PWCS schools are closed. Administration offices are open.
- CODE RED:** All PWCS schools are closed. Administration offices are closed.
- CODE ORANGE:** PWCS schools closed or delayed Employees work remotely.
- 64.1 In the event of a delay school opening, all times shall remain as stated in the Invitation for Bid/Request for Proposal.
- 64.2 In the event that PWCS closes on a CODE GREEN, any optional/mandatory pre-bid/proposal conference and all bid/proposal openings will be held as scheduled.
- 64.3 In the event that PWCS closes on a CODE RED or CODE ORANGE, any optional/mandatory pre-bid proposal conference and all bid/proposal openings will be held on the next business day the PWCS experiences a normal opening, a delayed opening, or a school closing on a CODE GREEN, at the time previously scheduled. No exceptions will be made in this matter.

BIDDER/CONTRACTOR REMEDIES

65. **DELIVERY/SERVICE FAILURES:** Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by PWCS, or failure to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by PWCS, shall constitute grounds for PWCS to "Cover" by purchasing in the open market articles or services of comparable grade or quality to replace the services or articles rejected or not delivered. On all such purchases, the Contractor shall reimburse PWCS, within a reasonable time specified by PWCS, for any expense incurred in excess of contract prices, or, in PWCS's sole discretion, PWCS shall deduct the cost of Cover from any amounts due to Contractor. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, PWCS reserves the right to use or consume articles delivered or services performed

which are substandard in quality, subject to an adjustment in price to be determined by PWCS.

66. **CONTRACTUAL DISPUTES:** Any dispute concerning a question of act including claims for money or other relief as a result of a contract with PWCS which is not disposed of by agreement shall be declared by the Supervisor of Purchasing, who shall reduce a decision to writing and mail or otherwise forward a copy thereof to the Contractor within ten (10) days. The decision of the Supervisor of Purchasing shall be final and conclusive unless the Contractor appeals within ten (10) days of receipt of the written decision. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, as a condition precedent to consideration of the claim, the Contractor must give written notice of the intention to file such a claim at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment.
67. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder may protest the award or decision to award a contract by submitting a protest in writing to the Supervisor of Purchasing no later than ten (10) calendar days after public notice of the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten (10) calendar days after posting or publication of the notice of such contract. The written protest shall include the basis for the protest and the relief sought. The Supervisor of Purchasing shall issue a decision in writing within ten (10) calendar days of the receipt of the protest stating the reasons for the action taken. Any offeror may protest the award or decision to award a contract by submitting a protest in writing to PWCS, or an official designated by PWCS, no later than ten (10) calendar days after the award or the announcement of the decision to award, whichever occurs first.
- 67.1 If prior to award it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The Supervisor of Purchasing shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by PWCS. Where the award has been made and performance has begun, the Supervisor of Purchasing may declare the contract void upon a finding that this action is in the best interest of PWCS. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- 67.2 Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall

not be affected by the fact that a protest or appeal has been filed.

- 67.3 An award need not be delayed for the period allowed a Bidder to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

68. **EXHAUSTION OF ADMINISTRATIVE REMEDIES:** No potential Bidder or Contractor shall institute any legal action until all administrative remedies available under this solicitation and resulting contract have been exhausted and until all statutory requirements have been met.
69. **FORCE MAJEURE EVENT:** If an event that is beyond the reasonable control of a Party and cannot be prevented with reasonable care of the affected Party, including but not limited to natural disasters, war and riot, provided that, any shortage of credit, capital or finance shall not be regarded as an event beyond the reasonable control of a Party. In the event that the occurrence of a Force Majeure Event delays or prevents the performance of this Agreement, the affected Party shall not be liable for any obligations hereunder only for such delayed or prevented performance. The affected Party who seeks to be exempt from the performance obligation under this Agreement or any provision hereof shall inform the other Party, without delay, of the exemption of obligation and the approaches that shall be taken to complete performance.

PRICING SCHEDULE: Bidder shall clearly indicate the manufacturer, part number, unit price and total price for each line item listed below. Additionally, Bidder shall indicate the CCA and RC ratings being bid upon for each line item. The CCA and RC ratings shall **meet or exceed** the indicated rating for each line item. Bidder shall indicate whether the items are stocked for each line item indicated. Bidder shall provide product information for each item, see Section 6.14. **Bidder must bid on each item indicated below to be considered for an award.**

CCA = Cold Cranking Amps RC = Reserve Capacity

Cold Cranking Amps are to be measured at 0 degrees for 30 seconds. Reserve Capacity is to be measured at 25 amp draw at 80 degrees.

Batteries - Automotive and School Buses												
Item #	Description, Size and Group	Minimum CCA Rating	Minimum RC Rating	Minimum Cranking Amps	Manufacturer and Part #	CCA Rating	RC Rating	Unit	Estimated Annual Quantity	Firm-Fixed Delivered Unit Price	Total Price	Item Stocked? Yes or No
1.	Battery, PF-31S-7	1000	185	1100				Each	1,300	\$	\$	
2.	Battery, M-34HC	685	120	1000				Each	30	\$	\$	
3.	Battery, M48/H6	730	130	875				Each	30	\$	\$	
4.	Battery, M-24FHC	700	130	1000				Each	20	\$	\$	
5.	Battery, M-24HC	700	130	1000				Each	20	\$	\$	
6.	Battery, M-65HC	850	150	985				Each	50	\$	\$	
7.	Battery, M-78	680	120	740				Each	85	\$	\$	

Batteries - Automotive and School Buses - CONTINUED

Item #	Description, Size and Group	Minimum CCA Rating	Minimum RC Rating	Minimum Cranking Amps	Manufacturer and Part #	CCA Rating	RC Rating	Unit	Estimated Annual Quantity	Firm-Fixed Delivered Unit Price	Total Price	Item Stocked? Yes or No
8.	Battery, M-94R/H7	750	130	1190				Each	20	\$	\$	
9.	Battery, M-26	500	85	625				Each	10	\$	\$	
10.	Battery, M96R	500	90	625				Each	10	\$	\$	
11.	Battery, MTP-90/T5	650	56	750				Each	30	\$	\$	
12.	Battery, 31M-AGM	925	200	1190				Each	20	\$	\$	
13.	Battery, M-51R	425	75	530				Each	10	\$	\$	
GRAND TOTAL AMOUNT – Line Items 1-13											\$	
Manufactures Percentage Off Discount (for batteries not indicated above): _____%												

Certificate of Compliance: Bidder has read and understands the certificate of compliance clause and will provide a fully completed certificate (Attachment B) prior to award. This will be a factor in making an award.

Yes: ☐ No: ☐ If No, Explain:

**Payment Terms
(in days):**

Do you accept procurement cards as method of payment: Yes _____, No _____

Refer to Special Terms and Conditions Section 6.11.

Ability to meet the one (1) hour expedited delivery as indicated in Section 5.3? Yes _____, No _____ **This may be a factor in the award.**

VIRGINIA STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER

Under paragraph 6.2 of the Special Terms and Conditions, the Bidder agrees, if this bid is accepted by PWCS, for such services and/or items, that the Bidder has met the requirements of the Code of Virginia § [2.2-4311.2](#). Any falsification or misrepresentation contained in the statement submitted by Bidder pursuant to Title 13.1 or Title 50 may be cause for debarment by PWCS.

Bidders shall complete the following by checking the appropriate line that applies and provide the required information. Bidders failing to provide the required information indicated below will have their bid declared non-responsive:

The bidder:

- ☐ is a corporation or other business entity with the following SCC identification number: _____ **-OR-**
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**
- ☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (PWCS) reserves the right to determine in its sole discretion whether to allow such waiver): ☐

In order for your bid to be declared responsive, the following bid submittals must be included in your bid package:

Bid Submittals:

- Signed IFB Cover Page
- Fully Completed Pricing Schedule (pages 21-24)
- Product Information (Section 6.14)
- Contractor Data Sheet (Attachment A)
- Certificate of Compliance (Attachment B)
- Vendor Information Form (Attachment C)

SOLICITATION # R-LD-24034
CONTRACTOR DATA SHEET

1. QUALIFICATION OF BIDDER: The Bidder shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time the Bidder has been in business providing the goods/services in this solicitation: _____ Years _____ Months.
3. REFERENCES: Bidders shall provide a listing of at least three (3) references for which the company has provided specified goods/services of the same or greater scope within the last three (3) years. **PWCS cannot be a reference.**

1.	Customer Name: _____	Contact Name: _____	Contact Title: _____
Address: _____ _____ _____ Email Address: _____			Phone No. _____ _____ Fax No. _____ _____
2.	Customer Name: _____	Contact Name: _____	Contact Title: _____
Address: _____ _____ _____ Email Address: _____			Phone No. _____ _____ Fax No. _____ _____
3.	Customer Name: _____	Contact Name: _____	Contact Title: _____
Address: _____ _____ _____ Email Address: _____			Phone No. _____ _____ Fax No. _____ _____



CERTIFICATE OF COMPLIANCE

Code of Virginia [§22.1-296.1](#)

As a condition of contract award, Contractor/Vendor providing contracted services requiring direct contact with students on school property during regular school hours or school-sponsored activities/programs shall execute this document certifying that neither the Contractor nor any employee of the Contractor has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child or a barrier crime as defined and regulated under VA statutes 19.2-392.02 and 63.2-1719 through 1725 as applicable.

This certification shall be binding upon the Contractor and their employees providing services throughout the term of the contract or purchase order, including any extensions or renewals.

Contractor/Vendor acknowledges that, pursuant to the *Code of Virginia* §22.1-296.1 (A), any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order.

_____ Company Name	R-LD-25003 _____ Purchase Order/Contract/Solicitation #
_____ Company Address	_____ Company Phone Number
_____ Print Name of Authorized Representative	_____ Authorized Representative Title
_____ Authorized Representative Signature	_____ Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Procurement Office

VENDOR INFORMATION FORM

The following vendor information is required with all IFB responses along with a completed and signed W-9 form:

Ordering Address:

Legal Business Name: _____

D/B/A: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Email Address: _____

Tax ID#: _____ SCC# : _____

Remittance Address: Check box if same as above ☐

Legal Business Name: _____

Address: _____

City, State, Zip: _____

Contact Information:

Name: _____

Title: _____

Phone: _____ Fax: _____

E-mail Address: _____

**Attention Vendors: Visit the PWCS Procurement Office Website at
https://www.pwcs.edu/departments/purchasing/vendor_resources to:**

- **Register online, click on "Vendor Registration"**
- **Obtain a W-9 form and instructions.**



INVITATION FOR BID

ISSUE DATE: July 16, 2024

IFB #: R-LD-25003

TITLE: Automotive Batteries

BIDS MUST BE SUBMITTED ELECTRONICALLY VIA THE BONFIRE PORTAL: Bids shall be submitted electronically via the Bonfire portal, <https://pwcs.bonfirehub.com/portal>. PWCS will not accept Bids submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (e-mail). A submission is not considered successful unless all necessary files have been uploaded and the 'Submit & Finalize' step has been completed. Bids must be received **no later than 2:00 p.m. E.T. August 5, 2024**. Bidders are responsible for ensuring that the PWCS Purchasing Office receives their bid submission by the deadline date and time indicated. **Bids received after the stated due date and time shall not be considered.**

A Pre-Bid Conference will **NOT** be held for this procurement. A Public Bid Opening will be held on August 5, 2024 at 3:00 p.m. E.T, via Zoom. The link for the Public Bid Opening is as follows:

Time: August 5, 2024 @ 3:00 PM Eastern Time (US and Canada)

Join Zoom Meeting: <https://pwcs-zm-edu.zoom.us/j/87509159555?pwd=UBerysxqter1RmUdaXRYfHNfCWbwbw.1>

Meeting ID: 875 0915 9555 Passcode: 497522

Dial by your location: +1 301 715 8592 US (Washington DC)

All questions pertaining to this solicitation must be submitted through the Bonfire Portal no later than 4:00 P.M. E.T., on July 19, 2024. If you are unable to submit your question via Bonfire, submit them to the PWCS Buyer, Lesley Dean at DeanLM@pwcs.edu and purchasing@pwcs.edu. After reviewing any questions/requests submitted, the PWCS Purchasing Office may issue an addendum to respond to items it deems necessary. Changes to this IFB will be made only by written addendum issued by the PWCS Purchasing Office. Any Addenda will be posted to the Bonfire Portal at <https://pwcs.bonfirehub.com/portal> and the eVA Website at <https://mvendor.cgieva.com/Vendor/public/AllOpportunities.jsp>. **It is the responsibility of the Bidder to visit the Bonfire Portal or the eVA website for addendum postings.**

BIDDER ACKNOWLEDGEMENT:

Addendum No. _____	Date: _____	Initial _____	Addendum No. _____	Date: _____	Initial _____
Addendum No. _____	Date: _____	Initial _____	Addendum No. _____	Date: _____	Initial _____

PWCS does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 2.2-4343.1 or against any Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

In Compliance with this Invitation For Bid and to all the conditions imposed herein, The undersigned offers and agrees to provide the goods/services at the prices indicated in the pricing schedule.

Name And Address Of Firm:

INTERSTATE BATTERIES OF NO. VA.
5121 HOOBLY RD.
WOODBRIIDGE, VA 22192

Telephone: 703-690-3399

Date: 7/25/24
By: Anthony Barbour
Signature: ANTHONY BARBOUR
Print/Type: OWNER/PRESIDENT
E-Mail Address: BATTERIES@IBSOFNV.COM
Title: _____

PRICING SCHEDULE: Bidder shall clearly indicate the manufacturer, part number, unit price and total price for each line item listed below. Additionally, Bidder shall indicate the CCA and RC ratings being bid upon for each line item. The CCA and RC ratings shall meet or exceed the indicated rating for each line item. Bidder shall indicate whether the items are stocked for each line item indicated. Bidder shall provide product information for each item, see Section 6.14. **Bidder must bid on each item indicated below to be considered for an award.**

CCA = Cold Cranking Amps RC = Reserve Capacity

Cold Cranking Amps are to be measured at 0 degrees for 30 seconds. Reserve Capacity is to be measured at 25 amp draw at 80 degrees.

Batteries - Automotive and School Buses												
Item #	Description, Size and Group	Minimum CCA Rating	Minimum RC Rating	Minimum Cranking Amps	Manufacturer and Part #	CCA Rating	RC Rating	Unit	Estimated Annual Quantity	Firm-Fixed Delivered Unit Price	Total Price	Item Stocked? Yes or No
1.	Battery, PF-31S-7	1000	185	1100	Interstate - Stryten PF-31S-7	1000	185	Each	1,300	\$ 78.83	102,479.00 \$ 1,102,479.00	yes
2.	Battery, M-34HC	685	120	1000	Interstate - Clarios M-34HC	685	120	Each	30	\$ 69.27	2081.10 \$ 2,081.10	yes
3.	Battery, M48/H6	730	130	875	Interstate - Clarios M-48/H6	730	130	Each	30	\$ 82.47	2474.10 \$ 2,474.10	yes
4.	Battery, M-24FHC	700	130	1000	Interstate - Clarios M-24FHC	700	130	Each	20	\$ 87.74	1754.80 \$ 1,754.80	yes
5.	Battery, M-24HC	700	130	1000	Interstate - Clarios M-24HC	700	130	Each	20	\$ 75.00	1500.00 \$ 1,500.00	yes
6.	Battery, M-65HC	850	150	985	Interstate - Clarios M-65HC	850	150	Each	50	\$ 97.65	4882.50 \$ 4,882.50	yes
7.	Battery, M-78	680	120	740	Interstate - Clarios M-78	680	120	Each	85	\$ 69.27	5887.95 \$ 5,887.95	yes

Batteries - Automotive and School Buses - CONTINUED

Item #	Description, Size and Group	Minimum CCA Rating	Minimum RC Rating	Minimum Cranking Amps	Manufacturer and Part #	CCA Rating	RC Rating	Unit	Estimated Annual Quantity	Firm-Fixed Delivered Unit Price	Total Price	Item Stocked? Yes or No
8.	Battery, M-94R/H7	750	130	1190	Interstate - Clarios M-94R/H7	750	130	Each	20	\$88.41	\$1768.20	yes
9.	Battery, M-26	500	85	625	Interstate - Clarios M-26	500	85	Each	10	\$67.87	\$678.70	yes
10.	Battery, M96R	500	90	625	Interstate - Clarios M-96R	500	90	Each	10	\$82.47	\$824.70	yes
11.	Battery, MTP-90/T5	650	56	750	Interstate - Clarios MTP-90/T5	650	56	Each	30	\$109.48	\$3284.40	yes
12.	Battery, 31M-AGM	925	200	1190	Interstate - Stryten 31M-AGM-A	925	200	Each	20	\$193.76	\$3875.20	yes
13.	Battery, M-51R	425	75	530	Interstate - Clarios M-51R	425	75	Each	10	\$69.27	\$692.70	yes
GRAND TOTAL AMOUNT – Line Items 1-13											\$ 132,183.35	
Manufactures Percentage Off Discount (for batteries not indicated above): <u>38</u> %												

Certificate of Compliance: Bidder has read and understands the certificate of compliance clause and will provide a fully completed certificate (Attachment B) prior to award. This will be a factor in making an award.
Yes: ☒ No: ☐ If No, Explain:

Payment Terms
(in days):

NET 30

Do you accept procurement cards as method of payment: Yes ☒, No ☐

Refer to Special Terms and Conditions Section 6.11.

Ability to meet the one (1) hour expedited delivery as indicated in Section 5.3? Yes ☒, No ☐ **This may be a factor in the award.**

VIRGINIA STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER

Under paragraph 6.2 of the Special Terms and Conditions, the Bidder agrees, if this bid is accepted by PWCS, for such services and/or items, that the Bidder has met the requirements of the Code of Virginia § 2.2-4311.2. Any falsification or misrepresentation contained in the statement submitted by Bidder pursuant to Title 13.1 or Title 50 may be cause for debarment by PWCS.

Bidders shall complete the following by checking the appropriate line that applies and provide the required information. Bidders failing to provide the required information indicated below will have their bid declared non-responsive:

The bidder:

☒ is a corporation or other business entity with the following SCC identification number: **S343887-7 -OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (PWCS) reserves the right to determine in its sole discretion whether to allow such waiver): ☐

In order for your bid to be declared responsive, the following bid submittals must be included in your bid package:

Bid Submittals:

- Signed IFB Cover Page ✓
- Fully Completed Pricing Schedule (pages 21-24) ✓
- Product Information (Section 6.14) ✓
- Contractor Data Sheet (Attachment A) ✓
- Certificate of Compliance (Attachment B) ✓
- Vendor Information Form (Attachment C) ✓

**SOLICITATION # R-LD-24034
CONTRACTOR DATA SHEET**

1. **QUALIFICATION OF BIDDER:** The Bidder shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time the Bidder has been in business providing the goods/services in this solicitation: 48 Years _____ Months.
3. **REFERENCES:** Bidders shall provide a listing of at least three (3) references for which the company has provided specified goods/services of the same or greater scope within the last three (3) years. **PWCS cannot be a reference.**

1.	Customer Name: <u>FAIRFAX COUNTY</u>	Contact Name: <u>STEVE SLAUSTAS</u>	Contact Title: <u>MANAGER/DIRECTOR</u>
Address: <u>4620 WEST OX RD.</u> <u>FAIRFAX, VA 22030-6124</u>			Phone No. <u>703-633-8540</u>
Email Address: <u>STEVEN.SLAUSTAS@FAIRFAXCOUNTY.GOV</u>			Fax No.

2.	Customer Name: <u>LOUDBURN COUNTY SCHOOLS</u>	Contact Name: <u>SHANE TAYLOR</u>	Contact Title: <u>PARTS MGR.</u>
Address: <u>42000 LOUDBURN CENTER PL.</u> <u>LEESBURG, VA 20175-8953</u>			Phone No. <u>571-252-1706</u>
Email Address: <u>SHANE.TAYLOR@LCPS.ORG</u>			Fax No.

3.	Customer Name: <u>SPOTSYLVANIA COUNTY SCHOOL</u>	Contact Name: <u>SCOTT RUMULY</u>	Contact Title: <u>PARTS/FLEET MGR</u>
Address: <u>6921 N ROXBURY RD.</u> <u>SPOTSYLVANIA, VA 22551-2440</u>			Phone No. <u>540-582-5125</u>
Email Address: <u>ERUMULY@SPOTSYLVANIA.K12.VA.US</u>			Fax No. <u>X. 1853</u>



CERTIFICATE OF COMPLIANCE

Code of Virginia §22.1-296.1

As a condition of contract award, Contractor/Vendor providing contracted services requiring direct contact with students on school property during regular school hours or school-sponsored activities/programs shall execute this document certifying that neither the Contractor nor any employee of the Contractor has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child or a barrier crime as defined and regulated under VA statutes 19.2-392.02 and 63.2-1719 through 1725 as applicable.

This certification shall be binding upon the Contractor and their employees providing services throughout the term of the contract or purchase order, including any extensions or renewals.

Contractor/Vendor acknowledges that, pursuant to the *Code of Virginia* §22.1-296.1 (A), any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order.

<u>INTERSTATE BATTERIES OF NO. VA.</u> Company Name	<u>R-LD-25003</u> Purchase Order/Contract/Solicitation #
<u>5121 HADLY RD., WOODBRIDGE, VA 22192</u> Company Address	<u>703-680-3399</u> Company Phone Number
<u>ANTHONY BARBOUR</u> Print Name of Authorized Representative	<u>OWNER/PRESIDENT</u> Authorized Representative Title
<u><i>Anthony Barbour</i></u> Authorized Representative Signature	<u>7/25/24</u> Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Procurement Office

VENDOR INFORMATION FORM

The following vendor information is required with all IFB responses along with a completed and signed W-9 form:

Ordering Address:

Legal Business Name: NORTHERN VIRGINIA BATTERY, LLC

D/B/A: INTERSTATE BATTERIES OF NORTHERN VIRGINIA

Address: 5121 HOADLY RD,

City, State, Zip: WOODBRIIDGE, VA 22192

Phone: 703-690-3399 Fax: 703-590-6500

Email Address: BATTERIES @ IBSOFNV.COM

Tax ID#: 45-4591447 SCC#: S393887-7

Remittance Address: Check box if same as above ☐

Legal Business Name: _____

Address: PO BOX 7327

City, State, Zip: WOODBRIIDGE, VA 22195

Contact Information:

Name: ANTHONY BARBOUR

Title: OWNER/PRESIDENT

Phone: 703-690-3399 Fax: 703-590-6500

E-mail Address: BATTERIES @ IBSOFNV.COM

**Attention Vendors: Visit the PWCS Procurement Office Website at
https://www.pwcs.edu/departments/purchasing/vendor_resources to:**

- Register online, click on "Vendor Registration"
- Obtain a W-9 form and instructions.



August 13, 2024

Northern Virginia Battery, LLC dba Interstate Batteries of Northern Virginia
5121 Hoadly Road
Woodbridge, VA 22192

Attention: Anthony Barbour

Reference: Invitation for Bid (IFB) R-LD-25003 – Automotive Batteries

Acceptance Agreement

Contract Number R-LD-25003

This Acceptance Agreement between Prince William County Schools (PWCS) and NORTHERN VIRGINIA BATTERY, LLC indicates a contract award for Automotive Batteries in its entirety. The period of the contract is from **date of award** through **July 31, 2029**, with the option to renew for one (1) additional 5-year period, upon mutual written consent of the parties to the contract.

This Acceptance Agreement shall consist of the following contract documents and in the event of a conflict between or among the contract documents, are listed in the order of precedence as follows:

1. This signed Acceptance Agreement and future contract modifications and/or renewals.
2. Invitation for Bid #R-LD-25003 dated July 16, 2024;
3. Contractor's Bid Submittal dated July 25, 2024;
4. Contractor's Certificate of Insurance (COI) and updated thereafter, Attachment A.

Please note that this is a requirements contract. Authorized individuals will place orders via purchase order for specific goods and services covered by this contract as requirements arise. All questions regarding this contract should be directed to the Contract Administrator, Lesley Dean at 703-791-8740, or via email at DeanLM@pwcs.edu.

In the event of a conflict between any provisions in PWCS' General Terms and Conditions and any Terms and Conditions issued by Contractor, PWCS' General Terms and Conditions shall control.

NORTHERN VIRGINIA BATTERY, LLC


Legally Authorized Signature

ANTHONY BARBOUR - PRES / OWNER
Print Name and Title

8/14/24
Date

Prince William County Schools

Brian Butts

for

Colleen Keener, NIGP-CPP, CPPB, CPCP, VCO, VCA
Supervisor of Purchasing

Aug 15, 2024

Date

PROCUREMENT OFFICE

P.O. Box 389, Manassas, VA 20108 • www.pwcs.edu • 703.791.7414 • FAX 703.791.8610



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
 HOME OFFICE: P.O. BOX 328
 OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER

PHONE (A/C, No, Ext): 888-333-4949

FAX (A/C, No): 507-448-4884

E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: FEDERATED MUTUAL INSURANCE COMPANY

13935

INSURER B: FEDERATED SERVICE INSURANCE COMPANY

28304

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
 358-279-8
 NORTHERN VIRGINIA BATTERY LLC
 5121 HOADLY RD
 WOODBRIDGE, VA 22192-5401

COVERAGES

CERTIFICATE NUMBER: 14

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR TYPE	TYPE OF INSURANCE		ADDL. INSR TYPE	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS						
B	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	N	N	9417528	05/01/2024	05/01/2025	EACH OCCURRENCE	\$1,000,000				
	<input type="checkbox"/>	CLAIMS-MADE						<input checked="" type="checkbox"/>	OCCUR	DAMAGE TO RENTED PREMISES (See provisions)	\$100,000		
	<input type="checkbox"/>							MED EXP (Any one person)	EXCLUDED				
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$1,000,000				
	<input checked="" type="checkbox"/>	POLICY						<input type="checkbox"/>	PROJECT	<input type="checkbox"/>	LOC	GENERAL AGGREGATE	\$2,000,000
	OTHER:							PRODUCTS & COMPROP AGG	\$2,000,000				
B	AUTOMOBILE LIABILITY		N	N	9417528	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (See provisions)	\$1,000,000				
	<input checked="" type="checkbox"/>	ANY AUTO						BODILY INJURY (Per Person)					
	<input type="checkbox"/>	OWNED AUTOS ONLY						<input type="checkbox"/>	SCHEDULED AUTOS	BODILY INJURY (Per Accident)			
	<input type="checkbox"/>	HIRED AUTOS ONLY						<input type="checkbox"/>	NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per Accident)			
	<input type="checkbox"/>												
B	<input checked="" type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	N	N	9417528	05/01/2024	05/01/2025	EACH OCCURRENCE	\$5,000,000		
	<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE						AGGREGATE	\$5,000,000		
	<input type="checkbox"/>	DED	<input type="checkbox"/>	RETENTION									
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	N/A	N	9417528	05/01/2024	05/01/2025	<input checked="" type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTHER	
									E.L. EACH ACCIDENT				\$500,000
									E.L. DISEASE - EA EMPLOYEE				\$500,000
									E.L. DISEASE - POLICY LIMIT				\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

358-279-8
 COUNTY OF PRINCE WILLIAM
 1 COUNTY COMPLEX CT
 PRINCE WILLIAM, VA 22192-9201

CANCELLATION

14 0
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael E. Zaver

Acceptance Agreement R-LD-25003 Northern VA Battery signed by Northern VA battery

Final Audit Report

2024-08-15

Created:	2024-08-15
By:	Lesley Dean (DeanLM@pwcs.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAza9Ed5_YNFX73nd9AwZX-RlahgeFJGf

"Acceptance Agreement R-LD-25003 Northern VA Battery signed by Northern VA battery" History



Document created by Lesley Dean (DeanLM@pwcs.edu)

2024-08-15 - 12:26:31 PM GMT- IP address: 204.122.110.143



Document emailed to Brian Burtner (burtneba@pwcs.edu) for signature

2024-08-15 - 12:27:11 PM GMT



Email viewed by Brian Burtner (burtneba@pwcs.edu)

2024-08-15 - 12:34:12 PM GMT- IP address: 204.122.110.168



Document e-signed by Brian Burtner (burtneba@pwcs.edu)

Signature Date: 2024-08-15 - 12:36:12 PM GMT - Time Source: server- IP address: 204.122.110.168



Agreement completed.

2024-08-15 - 12:36:12 PM GMT



Adobe Acrobat Sign



Notice of Award

Date: August 15, 2024

Title (commodity): Automotive Batteries

IFB No.: R-LD-25003

Contractor: Northern Virginia Battery, LLC dba Interstate Batteries of Northern VA

Amount: Requirements Contract

Comments: Awarded to the lowest responsive and responsible bidder. Contract file available for public review in accordance with paragraph [2.2-4342](#) of the Virginia Public Procurement Act. The bid tabulation can be obtained by going to the PWCS website. www.pwcs.edu/purchasing.

Contact Person: Lesley Dean, VCA, Buyer, DeanLM@pwcs.edu

Brian Butner

Approved By: for Colleen Keener, NIGP-CPP, CPPB, CPCP, VCO, VCA

PROCUREMENT OFFICE






Notice of Award

Final Audit Report

2024-08-15

Created:	2024-08-15
By:	Lesley Dean (DeanLM@pwcs.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQmUEsLS4owNfBbPaQpBOLr-_xqKiTvwd

"Notice of Award" History

-  Document created by Lesley Dean (DeanLM@pwcs.edu)
2024-08-15 - 7:03:45 PM GMT- IP address: 204.122.110.143
-  Document emailed to Brian Burtner (burtneba@pwcs.edu) for signature
2024-08-15 - 7:04:08 PM GMT
-  Email viewed by Brian Burtner (burtneba@pwcs.edu)
2024-08-15 - 7:04:49 PM GMT- IP address: 204.122.110.168
-  Document e-signed by Brian Burtner (burtneba@pwcs.edu)
Signature Date: 2024-08-15 - 7:06:23 PM GMT - Time Source: server- IP address: 204.122.110.168
-  Agreement completed.
2024-08-15 - 7:06:23 PM GMT